

Request for Proposals

TOLL FREE SERVICES

PROJECT NO. 050R3800459



Department of Budget and Management

Telecommunications

Issue Date: June 24, 2003

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-260-7678 to the attention of Gisela Blades.

Title: TOLL FREE SERVICES
Project No: 050R3800459

If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror's Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

PROJECT TITLE TOLL FREE SERVICES

PROJECT NUMBER 050R3800459

RFP Issue Date: June 24, 2003

RFP Issuing Office: Department of Budget and Management
Office of Information Technology

Procurement Officer: Gisela Blades
Office Phone: (410) 260-7678
Fax: (410) 974-3274
e-mail: gblades@dbm.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: On or About September 3, 2003 through September 2, 2006
With two (2) one (1) year renewal options

Pre-Proposal Conference: July 2, 2003, 10:00 AM (Local Time)
300 West Preston Street
Auditorium
Baltimore, MD 21201
For directions, call Gisela Blades at 410-260-7678

Proposals are to be sent to: Department of Budget and Management
45 Calvert St. Room 119
Annapolis, MD 21401
Attention: Gisela Blades

Closing Date and Time: July 21, 2003 at 2:00 PM (Local Time)

SECTION 1 – GENERAL INFORMATION..... 1

1.1	SUMMARY STATEMENT.....	1
1.2	ABBREVIATIONS AND DEFINITIONS.....	1
1.3	CONTRACT TYPE.....	2
1.4	CONTRACT PRICE ADJUSTMENTS.....	2
1.5	CONTRACT DURATION.....	3
1.6	PROCUREMENT OFFICER.....	3
1.7	CONTRACT MANAGER.....	4
1.8	PRE-PROPOSAL CONFERENCE.....	4
1.9	USE OF “E-MARYLAND MARKETPLACE”.....	5
1.10	QUESTIONS.....	5
1.11	PROPOSALS DUE (CLOSING) DATE.....	5
1.12	DURATION OF OFFER.....	6
1.13	REVISIONS TO THE RFP.....	6
1.14	CANCELLATIONS; DISCUSSIONS.....	6
1.15	ORAL PRESENTATION.....	6
1.16	INCURRED EXPENSES.....	6
1.17	ECONOMY OF PREPARATION.....	7
1.18	PROTESTS/DISPUTES.....	7
1.19	MULTIPLE OR ALTERNATE PROPOSALS.....	7
1.20	ACCESS TO PUBLIC RECORDS ACT NOTICE.....	7
1.21	OFFEROR RESPONSIBILITIES.....	7
1.22	MANDATORY CONTRACTUAL TERMS.....	7
1.23	PROPOSAL AFFIDAVIT.....	7
1.24	CONTRACT AFFIDAVIT.....	8
1.25	ARREARAGES.....	8
1.26	PROCUREMENT METHOD.....	8
1.27	VERIFICATION OF REGISTRATION AND TAX PAYMENT.....	8
1.28	PERFORMANCE BOND.....	8
1.29	SURETY BOND ASSISTANCE PROGRAM.....	8
1.30	FALSE STATEMENTS.....	9
1.31	CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES.....	9

SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS 10

SECTION 3 – SCOPE OF WORK..... 10

3.1	PURPOSE AND BACKGROUND.....	10
3.2	GENERAL REQUIREMENTS.....	10
3.3	TECHNICAL REQUIREMENTS.....	11
3.4	ORDERING PROCESS.....	13
3.5	BILLING INFORMATION.....	13
3.6	REPORTS.....	17

SECTION 4 – PROPOSAL FORMAT..... 18

4.1	TWO PART SUBMISSION	18
4.2	VOLUME I – TECHNICAL PROPOSAL	18
4.3	VOLUME II - FINANCIAL PROPOSAL.....	22

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE 23

5.1	EVALUATION CRITERIA	23
5.2	TECHNICAL CRITERIA	24
5.3	FINANCIAL CRITERIA	24
5.4	RECIPROCAL PREFERENCE	24
5.5	SELECTION PROCEDURES	25

ATTACHMENTS 26

ATTACHMENT A—CONTRACT	27
ATTACHMENT B—BID/PROPOSAL AFFIDAVIT	36
ATTACHMENT C—CONTRACT AFFIDAVIT.....	43
ATTACHMENT D—PRE-PROPOSAL CONFERENCE RESPONSE FORM	45
ATTACHMENT E—PROPOSAL PRICE SHEETS.....	47
ATTACHMENT F—BOND	48
ATTACHMENT G—SECURITY POLICY	50

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Department of Budget and Management, Division of Telecommunications is issuing this Request for Proposals (RFP) to award a statewide contract(s) to procure Toll Free and associated enhancement services. Toll Free Services include inbound, outbound and two-way capabilities and may include 4 (four) toll free platform based services that are available.

The Contractor(s) are required to supply Trunk Level 1 (T1s) or equivalent facilities at no charge to the State. These facilities are provided to route toll free traffic to the State's contracted call center(s). The State will identify the number of T1s and the call center location(s) that will require these facilities upon Contract award.

The Contractor(s) awarded contracts as a result of this RFP will be connecting to the existing call centers. The call centers services contract terminates this year and will be recompeted. The incumbent will not necessarily be the new Call Centers Contract holder and the call center sites that will be supported by Toll Free Service may change. The Toll free contractor will thus have to connect T-1's to the existing call center sites and may subsequently have to disconnect those circuits, and connect to the new call centers sites under the new call centers contract.

Additionally, the Contractor(s) are required to provide 25,000 directories of State Toll Free numbers on a bi-annual basis. The directories are to be provided at no cost to the State.

This solicitation may result in multiple contract awards. Up to two (2) contractors for the identified services may be selected for contract award. The State makes no guarantee that it will purchase any service from any resulting contract. This contract will not be construed to require the State to procure exclusively from the contractor. The State reserves the right to procure services from other sources when it is in the best interest of the State to do so and without notice to the contractor.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. COMAR – Code of Maryland Regulations.
- b. Contract – The Contract attached to this RFP as Attachment A.
- c. Contractor(s) – The selected Offeror(s).
- d. DBM – Department of Budget and Management
- e. DSI – Digital Signal Level One. A 1.544 Mbps digital signal carried on a T-1 transmission facility.
- f. FCC – Federal Communications Commission
- g. Local Time – Time in the Eastern Time Zone as observed by the State.
- h. MBE – Minority Business Enterprise
- i. Offeror – An entity that submits a proposal in response to this RFP.

- j. PO – Purchase Order issued by DBM’s Telecommunications Division
- k. Procurement Officer – The State representative responsible for this RFP for the determination of contract scope issues, and the only State representative who can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Gisela Blades. (See section 1.6)
- l. PSC – Maryland Public Service Commission
- m. Resp Org. Responsible Organization – The long distance company responsible for managing and administering the 800 subscriber’s records in the 800 Service Management System (SMS/800). The SMS/800 only recognizes one RESP ORG for each 800 number. Management and record administration consists of data entry, changing records, accepting trouble reports and referring and/or clearing associated documents.
- n. RFP – Request for Proposals for the Toll Free Services, Project Number 050R3800459, dated June 24, 2003, including any amendments.
- o. State Contract Manager– The State representative that serves as the technical manager for the resulting contract. The State Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor. The State Contract Manager for this contract is Sandra M. Smith. (See Section 1.7)
- p. State Agency Point of Contact – The person within the State agency that sent the purchase order to the vendor for services. This person will be the contact person representing the agency requesting services.
- q. State of Maryland business hours – 8:00 am – 5:00 pm Monday – Friday (Excluding State Holidays).
- r. Statewide – within the geographic boundary of Maryland.
- s. Trunk Level 1 (T1) – A digital transmission link with a capacity of 1.544 Mbps. T-1 uses two pair of normal twisted wire and can handle 24 voice conversations, each one digitized at 64 Kbps.

1.3 Contract Type

The contract that results from this RFP shall be an Indefinite Quantity Contract with Firm Fixed Unit Prices, with CPI price adjustments, in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Price Adjustments

Price Adjustment: If the State elects to exercise contract renewal options after the base period, this section describes the mechanism to be used to make price adjustments. Price adjustments may be made for each two 1- year renewal period to the contracted prices for services proposed in Attachment E. The sequence of actions to implement a price adjustment is as follows:

- At least ninety (90) calendar days prior to the contract term expiration date, the State’s Contract Manager shall advise the Contractor of the allowable percentage adjustment to be applied for each service rate. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. The maximum renewal option period increase allowed shall be limited to five percent (5%) of the current proposed prices (or subsequently adjusted prices beyond the first renewal option).

- Within fifteen (15) calendar days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager and all agencies with installed circuits. In the event the CPI for the measured period is negative, the contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the contractor shall have the option of keeping existing prices or changing to any price up to the maximum allowable percentage increase.
- The adjustment will be calculated as a percentage resulting from the change in the index for the most recent twenty-four (24) months beginning four (4) months prior to the renewal month of the Contract.
- The revised rate schedule shall be used for billing effective the first day of the contract option renewal period.

Consumer Price Index Information:

- The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers for:
 - Area: U.S. City Average
 - Item: Telephone Services
 - Series ID: CUUR0000SEED
 - December 1997 = 100
- The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7
- In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

1.5 Contract Duration

The term of this Contract is for a period of three (3) years commencing on the date that the Department executes this contract. The State, at its sole option, shall have the unilateral right to extend the contract for up to two (2) additional, successive one-year terms. Services may not be ordered unless services can be completed prior to the end of the contract.

1.6 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

Gisela Blades, Procurement Officer
Department of Budget and Management
Division of Policy Analysis
Room 119
Annapolis, Maryland 21401
Telephone #: 410-260-7678
Fax #: 410-974-3274
E-mail: gblades@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractors.

1.7 Contract Manager

Contract Manager – Monitors the daily activities of the contract and provides technical guidance to the contractor. The State Contract Manager is:

Sandra M. Smith
Department of Budget and Management
Telecommunications Division
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201
Telephone: 410-767-4649
Fax: 410-333-5163
E-mail: ssmith@dbm.state.md.us

DBM may change the Contract Manager at any time by written notice to the Contractor.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held on July 2, 2003, beginning at 10:00 AM, at 300 West Preston Street, Auditorium, Baltimore, MD 21201. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM July 1, 2003 all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Gisela Blades at (410) 260-7678 with such notice. The Pre-Proposal Conference Response Form is included as Attachment D to this RFP. In addition, if there is a need for sign language interpretation and/or other special

accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.9 Use of “e-Maryland Marketplace”

“e-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.state.md.us>) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the Pre-Proposal Conference, Offeror questions and responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Depending on the desired level of service, the annual subscription costs are \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.10 Questions

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.11 Proposals Due (Closing) Date

An unbound original and three (3) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on **July 21, 2003**, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format shall be enclosed with the original Technical Proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format shall be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, **July 21, 2003**, at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.14 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.15 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offerors proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately 2 weeks after the proposal due date.

1.16 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.17 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.18 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.19 Multiple or Alternate Proposals

Multiple or Alternate proposals will not be accepted.

1.20 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

1.21 Offeror Responsibilities

The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.

1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. PLEASE NOTE, HOWEVER : A proposal that takes exception to these terms may be rejected.**

1.23 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

1.25 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.26 Procurement Method

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.28 Performance Bond

The successful Offeror must submit a Performance Bond (see **Attachment F**), or other suitable securities as identified within COMAR 21.06.07, in the amount of two hundred and fifty thousand dollars (\$250,000.00) for the period of the contract award. **The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.** The Offeror shall deliver the Performance Bond or other suitable security to the State within 5 days of recommendation for contract award. **A letter must be submitted from a bonding company with the technical proposal providing evidence that the Offeror is capable of securing the performance bond required. The term of this bond is for the base period of the contract and all option years.**

1.29 Surety Bond Assistance Program

Assistance in obtaining a bid, performance and payment bonds may be available to qualifying

small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a contractor's breach of contract; MSBDFA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the State's tax base. Applications are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-6931

1.30 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.31 Contract Extended to Include Other Non-State Governments or Agencies

For the purposes of an information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or governmental agencies may purchase from the contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by non-State governments or governmental agencies:

- Shall constitute contracts between the contractor and that government or governmental agency;
- Shall not constitute purchases by the State or State agencies under this contract;
- Shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the contractor and the purchaser. Contractor bears the risk of determining whether or not a government or governmental agency with which the contractor is dealing is a State agency.

SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

Offerors must clearly demonstrate and document within the Executive Summary of their Technical Proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

2.1 Offerors must:

- 2.1.1 Provide evidence in their proposal that they and any subcontractor(s) included in their proposal are legally eligible to provide the services for which the Offeror submits a proposal. Offeror(s) must submit documentation of eligibility to provide Toll Free services from the Maryland Public Service Commission (PSC) and Federal Communications Commission (FCC).
- 2.1.2 Supply copies of any relevant agreements or summarize in detail the business relationship(s) between the Offeror(s) and subcontractor(s) that will provide the proposed Toll Free services. Offeror(s) must submit all documentation of eligibility from the PSC and the FCC that the entity providing the proposed service has been legally registered or certified to provide Toll Free telecommunications services.

SECTION 3 – SCOPE OF WORK

3.1 Purpose and Background

- 3.1.1 DBM currently provides a statewide Toll Free Services contract for use by all State agencies. Each State agency is required to have at least one toll free number available for citizenry access. Although the requirement is to maintain at least one, agencies are not limited to one toll free number.

3.2 General Requirements

- 3.2.1 Contractor(s) shall ensure that the level and qualifications of personnel will remain at the level specified in their Technical Proposal. Any personnel substitutions during the life of the contract must have prior written approval by the State Contract Manager.
- 3.2.2 The Contractor(s) shall be responsible for all work performed by subcontractors.
- 3.2.3 The Contractor(s) shall notify the State Contract Manager two calendar weeks in advance, if possible, by confirmed e-mail, phone or fax of any planned service outages that may affect the State's services provided, or describe alternate plans.
- 3.2.4 If a Contractor is no longer able to provide the required contractual services, the Contractor must port services to a chosen replacement contractor within 45 calendar days while maintaining services to the State.
- 3.2.5 The Contractor(s) shall supply at least 25,000 copies of a directory of State Toll Free telephone numbers twice a year. The Contractor shall deliver the first 25,000 to the Telecommunications Unit Contract Administrator no later than 90 days after contract award unless the State determines a later date is acceptable. If two contract awards are made, each contractor will alternate and supply one batch of directories annually as directed by the State contract manager.
- 3.2.6 The Contractor(s) are required to meet monthly with the State Contract Manager or designee. Meetings are normally face-to-face and are held in Baltimore, Maryland. Video- or teleconferencing is available.
- 3.2.7 Contractor(s) shall provide current Contractor business office locations and toll free numbers to the State Contract Manager.
- 3.2.8 The Contractor(s) shall provide detailed testing procedures for new services and/or changes to service. These procedures will include a process for the Contractor to obtain testing approval from State agencies that will be utilizing the new services or will be affected by changes to their existing service.
- 3.2.9 The Contractor(s) shall provide process and procedures for restoring service for situations where a reported service interruption cannot be resolved within eight (8) hours and for services that cannot be restored within 24 hours. Service transfer capabilities and the lag time to implement must be described for both type of service outage scenario.
- 3.2.10 The Contractor(s) shall provide a detailed plan explaining the steps necessary to change from one Responsible Organization (Resp Org) to another Resp Org. The plan must include the processes for transitioning services from the current State of Maryland Toll Free Services contractor at the beginning of the new contract. It must also include the process to transfer the Toll Free Services to new vendors at the end of the contract period.

3.3 Technical Requirements

- 3.3.1 All Toll Free Telephone services proposed shall be provided anywhere within the geographic boundaries of the State of Maryland (statewide), United States (national), and world wide (international).
- 3.3.2 All services shall be provided on a 24 hour X 7 day basis.
- 3.3.3 The Contractor(s) shall provide Basic Toll Free (Non-Dedicated) Services, Dedicated Services, two-way and international services.

- 3.3.4 Within 45 calendar days of receipt of a request from the State Contract Manager, the Contractor(s) shall provide T1/DS1 facilities, at no charge to the State, to any State Contractor Call Center location providing call center services to the State.
- 3.3.5 Contractor(s) shall provide service announcements, such as but not limited to, disconnect of service, out of service and referral of calls, office closings due to weather, office hours, etc., as requested by the State Contract Manager
- 3.3.6 The Contractor(s) shall provide these four enhanced services:
- **Network ACD** - ACD agent groups at different locations (nodes) can service calls over the network independent of where the call first entered the network.
 - **Voice Portal** - Allows customer to call a phone number, have an interactive voice response system answer you, respond to your words with speech recognition, read your emails with text-to-speech skills and even surf the Web.
 - **Inbound Contact Center Manager** - Contact management software that allows the receipt of the calling phone number and one or two pop up screens provide information about the contact.
 - **Network Voicemail** - Information center mailboxes that provide enhanced voice processing and call processing services.
- 3.3.7 The Contractor(s) shall provide the following toll free features:
- Time of Day, Day of the Week Routing - Routes incoming calls to alternate, predetermined locations at specified days of the week and times of day.
 - Percentage of Allocation Routing - Routes pre-selected percentages of calls from each Originating Routing Group to two or more answering locations.
 - Call Blockage - Blocks calling areas by state or area code. The caller from a blocked area hears the message: "Your 800 call cannot be completed as dialed.
 - Point of Call Routing - Routes calls made to a single 800 number to different terminating locations based on the call's point of origin (state or area code).
 - Call Attempt Profile – Records the number of attempts that are made to an 800 number that a subscriber may purchase.
 - Alternate Routing - Creates alternate routing plans that can be activated by the 800 carrier upon command in the event of an emergency.
 - Dialed Number Identification Service (DNIS) - Terminates two or more 800 numbers to a single service group and to receive pulsed digits to identify the specific 800 number called.
 - Automatic Number Identification (ANI) - The carrier provides the incoming 800 call plus the phone number of the calling party.
 - Command Routing - Routes calls differently on command at any time his business requires it.
 - Follow Me 800 – Changes the call routing.
 - Single Number–Intra/Interstate Calling - Same 800 number is used for intrastate and interstate calling.
 - Automatic Speech Recognition - Provides automated voice service to those customers who use rotary dialing.

- Payphone Blocking - Blocks toll free calls from public payphones.

3.4 Ordering Process

- 3.4.1 The contractor(s) shall receive purchase orders on behalf of using State agencies only through the Department of Budget and Management, Office of Information Technology, Telecommunications Division State Contract Manager. The purchase order will serve as a Notice To Proceed to the contractor. The State will process and fax purchase orders to the Contractor through the State Contract Manager. Any purchase order not signed by the State shall not be considered valid and will require the vendor to expedite follow-up communication to the State Agency within one business day to correct this error.
- 3.4.2 Contractor(s) shall provide the name, address and telephone number of a Marketing Point of Contact (MPOC) and a Backup Marketing Point of Contact (BMPOC) to the DBM Contract Manager for routine service ordering.
- 3.4.3 Contractor(s) shall install and provide any ordered services within five (5) business days of the receipt of a Notice to Proceed from the State Contract Manager. The State Contract Manager may grant exceptions for special circumstances. When exceptions are granted they will be documented by fax, email, or memorandum by the DBM Contract Manager.

3.5 Billing Information

- 3.5.1 Contractor will provide:
 - One single Master State Account Number for all services activated under the contract
 - The Master State Account is necessary to allow the Department of Budget and Management State Contract Manager to manage the contract as a whole
 - Sub-Accounts for all State Agencies
 - The sub-accounts are necessary to allow the Agencies of the State to manage the billing under the contract
 - Further sub-divided account numbers for units within State Agencies
 - Further sub-divided accounts are necessary to allow units within an agency to monitor employee usage.
- 3.5.2 The contractor(s) will send all invoices for all State accounts and sub-accounts on the first business day of the month. In addition, one invoice will be submitted electronically on a CD to the State Contract Manager on a monthly basis for the previous month's service by the 15th calendar day of the following month, i.e., a copy of June's bill will be submitted by the 15th of July. Invoices for payment shall contain the contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted monthly directly to the using State agency. The contractor will collate and bill each using State agency one total monthly invoice with the same breakdown as noted in Section 3.6.1 Monthly Report. Any extraneous terms on contractor's invoices shall be void and have no effect.

The invoice shall include all charges for the billing period and will include as a minimum:

- Originator's 10-digit phone number (in-bound and out-bound)
- 10-digit destination number (in-bound and out-bound)
- Calling location (City, State)
- Destination Location (City, State)
- Time of call beginning
- Duration or ending time of call
- Long distance minutes and charges if applicable

Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under the contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

- 3.5.3 The contractor(s) will provide a Billing Point of Contract (BPOC) and a Backup Billing Point of Contact (BBPOC) to the State Contract Manager for routine equipment and service billing issues.
- 3.5.4 Invoices shall not contain any charges over 90 days old for services or equipment delivered.
- 3.5.5 The contractor(s) will provide an Internet website to review and potentially pay invoices electronically. Contractor shall provide its' website URL as part of its' technical proposal. Each individual account will only be accessible to the authorized account holder, which will be the state agency point of contact. The State Contract Manager shall have electronic access to all State accounts.

A copy of all monthly invoices by agency will be retained on an individual CD and will be presented to the State Contract Manager as often as requested by The State.

- 3.5.6 Electronic Invoicing Format: The State seeks to implement electronic invoicing and payment. Some of the State agencies currently have this capability, as well as Internet capability. Other State agencies do not. For the purposes of this RFP the State is specifically seeking vendor capability for prompt, efficient and accurate invoicing only. Electronic payment capability by the State is not yet established. When applicable and where security measures are enforced both on the State and Contractor's sides as noted below in Section 3.5.7 Security, the Contractor shall submit invoicing and provide for invoice reporting using secure electronic transmission and secure logon capability. If the State agency that is being invoiced does not have Internet capability and secure transmission capability per the standards noted below, all invoices must be submitted to the individual agencies by hard copy and CD format per the schedule noted in Section 3.5.2 above.

It is the responsibility of the Contractor to contact the individual agency representative noted on the Purchase Order (state agency contact) and determine if secure electronic transmission protocol and encryption is appropriate for invoicing. The final determination must be recorded in a memo with a copy to the State Contract Manager. The security of transmission and encryption must be tested on a semi-annual basis, or more often as necessary given emergency or other special events. If at any time, secure transmission protocol and/or encryption is not upheld, subsequent invoicing must be by hard copy and CD format until such time the secure transmission protocol and/or encryption can be demonstrated. The Contractor will document to the individual State

agency Point of Contact and the State Contract Manager both nonconformance and return to conformance.

The vendors responding to this RFP must describe in detail their invoicing procedures and format for both hard copy, CD, electronic invoicing/payment, electronic transmission protocol methods and standards, encryption methods and standards, and secure logon access and standards.

3.5.7 Security Standards and Standards for Internet Non-Visual Accessibility

The primary objectives of the State Security Policy (See Attachment G) are:

- To establish a secure environment for the processing of data
- To reduce information security risk
- To communicate the responsibilities for the protection of information

With this in mind, the vendors shall include in their methodology requested above for electronic invoicing capability the following:

- Access control to provide documents to authorized people
- Appropriate levels of access, without compromising confidentiality, privacy or security
- Broad availability and comprehensive security
- Search, retrieve and view documents with any web browser
- Printing of viewed documents
- System of access control, function rights, redaction level security, audit trails
- System administration of security controls to folders and documents, including redacted documents
- Hardware independence
- Ensures integrity, reliability, and accuracy
- The ability to integrate with Public Key Infrastructure (PKI) or digital signature software
- Secure Access to include:
 - Unique logon IDs with unique passwords will be created for each user of the web-based applications.
 - User logon ID should contain 20 maximum available spaces.
 - User logon IDs should be case sensitive.
 - Password must be a minimum of 8 alphanumeric characters and maximum of 10 alphanumeric characters and be case sensitive. Passwords must include numbers as well as letters.
 - User must have the capability to change their password once they've logged into the Internet.
 - User accounts will be administered by the Contractor where software is used to store and verify login ids.
 - Requires Secure Socket Layer, 128-bit encryption standards.
 - User must have ability to save and retrieve forms not ready for submission. These forms must not be accessible to other users.
 - Allow for multiple user access with security based on users, screens, fields, and roles.

- Secures access to web applications and data through a firewall, HTTP and HTTPS protocols and SSL (128-bit encryption), client certificates and login ids, or Virtual Private Networking (VPN).
- The invoice area accessed over the Internet must have a minimum screen resolution of 800x600 capability; the screens will have a consistent look and feel, and be in accordance with Section 508 accessibility standards (at Section 1194.22). The Federal Section 508 Access Board's Guidelines for web-accessibility (available at www.section508.gov) contain the following sixteen minimal guidelines:
 - Provide a text equivalent for every non-text element, including both images and animated objects.
 - Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
 - Web pages should be designed so that all information conveyed with color is also available without color, for example from context or markup.
 - Documents shall be organized so they are readable without requiring an associated style sheet.
 - Redundant text links shall be provided for each active region of a server-side image map.
 - Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
 - Row and column headers shall be identified for data tables.
 - Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
 - Frames shall be titled with text that facilitates frame identification and navigation.
 - Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2Hz and lower than 55 Hz.
 - A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.
 - When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.
 - When a Web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies.
 - When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
 - A method shall be provided that permits users to skip repetitive navigation links.
 - When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

- Employees and Contractors: All Contractor personnel are responsible for: Being aware of their responsibilities for protecting IT assets of State agencies and the State; Exercising due diligence in carrying out the State's IT Security Policy; Being accountable for their actions relating to their use of all State IT Systems and Internet Access; Using IT resources and Internet Access only for intended purposes as defined by policies, laws and regulations of the State.

3.6 Reports

Offeror shall submit samples of all required reports with RFP response.

3.6.1 **Monthly Reports:** Electronic reports must be provided by the 15th day of the month following the reporting period to the State Contract Manager regarding purchases associated with any contract as a result of this RFP in a format specified by the State. (Microsoft Word, Excel is preferred). The reports shall contain the following information in column format:

- Purchase Order Number
- Agency Acronym and account number (e.g., DGS, DHMH, MDOT, etc.)
- Division Name (e.g., Telecommunications, Crownsville Hospital, State Highway Administration, etc.)
- Address where service was provided
- Date of Service
- Unit price
- Total Price
- Subtotal for each Agency
- Grand Total

3.6.2 **Trouble (Maintenance) Report:** The Contractor(s) shall submit by the 15th of each month to the State Contract Manager a report that lists at a minimum the following information:

- Trouble Ticket Number
- Name of State Representative Reporting Trouble
- Date and Time Received
- Using Agency
- Resolution
- Restored Date and Time, Total Outage Time
- Name of State Representative Accepting Restored Service

3.6.3 **Call Detail Report:** The call detail report is a monthly report that shall be submitted with the monthly invoice to the State Contract Manager, which shall include the following for each call handled:

- Calling number

- Date and time
 - Duration of call (minutes)
 - Charge per call
 - Subtotal by Toll Free Number
 - Originating Number
- 3.6.4 The Contractor shall provide electronically an executive summary of all Toll Free traffic to the State Contract Manager on a monthly basis to coincide with the monthly billing cycle. Executive summary must be received no later than the 15th of each month.
- 3.6.5 The Contractor(s) shall provide quarterly to the State Contract Manager an inventory of all Toll Free numbers. The inventory shall be forwarded electronically to the State Contact Manager no later than 15 days after the end of the annual quarter. The inventory shall include the assigned toll free number; the type of service; the account number; agency name and agency contact.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.2 Volume I – Technical Proposal

- 4.2.1 Transmittal Letter: A transmittal letter must accompany each technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 4.2.2 Format of Technical Proposal: Inside the sealed package described in Section 4.1, above, an unbound original, to be so labeled, three (3) paper copies and one electronic version shall be enclosed. Sections 3 and 4 of this RFP provide requirements and reply instructions and the paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, Offeror's technical proposals should be structured and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include:

- 4.2.2.1 Title and Table of Contents: The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.
- 4.2.2.2 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary" including how the Offeror meets the minimum qualifications outlined in Section 2. The Executive Summary shall also identify any exceptions the offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.
Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
- 4.2.2.3 Offeror Technical Response to RFP Requirements: The Offeror must address each criterion in the technical proposal and describe how the Offeror will meet the requirements as described in Sections 3.2 through 3.6. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that represents a work requirement shall include an explanation of how the work will be done.
- 4.2.2.4 Offeror(s) shall submit the following plans:
- **Management Staffing**: The Offeror(s) shall provide details of managerial staff assigned to contract performance, including names, titles and telephone numbers. Staff shall be qualified to interface with individual user agencies concerning all services, features and enhancements.
 - **Testing**: The Offeror(s) shall detail testing procedures of new service and/or changes to service up to and including user agency acceptance
 - **Service and Maintenance**: The Offeror(s) shall detail procedures for placing new service orders and/or service changes requests; submit contact list including names, titles and telephone numbers location of maintenance center(s); provide internal escalation procedures with time tables and supervisor/manager level personnel.
 - **Service Restoration**: In the event that reported service interruption cannot be resolved within eight (8) hours, the Offeror(s) shall describe the processes and procedures to restore service. If the service cannot be restored within 24 hours, the Offeror(s) shall describe the processes and procedures to provide service. In each service outage scenario, describe any service transfer capabilities and the lag time to implement.

Explain types of routine scheduled maintenance and service outages and detail the notification process.
 - **Contingency**: The Offeror(s) shall detail what would be initiated procedures if the company had to discontinue providing Toll Free Services, and include all legal regulations and requirements in the narrative.

- Switching/Transitioning: The Offeror(s) shall detail the process necessary to change from one Responsible Organization (Resp Org) to another Resp Org. The Offeror(s) shall describe in detail the processes that will be used to transition services from the current State of Maryland Toll Free Services contractors to services, which they provide. The Offeror(s) shall describe in detail the processes to transfer all Toll Free Services to new vendors at the end of this contract period.
- 4.2.2.5 The Offeror shall provide a narrative of its ability to provide T1/DS1 facilities at no charge to the State to contracted call center vendor(s) as required. Detail the lead times needed to supply the services.
- 4.2.2.6 Offeror(s) shall describe and list all service announcements that are currently available, including time frames for use and feasibility for better customer service.
- 4.2.2.7 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:
- An overview of the Offeror's experience providing equipment and services similar to those included in this RFP. This description shall include:
 - A summary of the services offered
 - The number of years the Offeror has provided these services
 - The number of clients and geographic locations the Offeror currently serves
 - An organization chart of the Offeror, i.e. company, showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary, secondary, or back-up roles.
- 4.2.2.8 References. References of three of its current or within the last three years customers who are capable of documenting:
- The Offeror's ability to manage projects of comparable size and complexity
 - The quality and breadth of services provided by the Offeror
 - Each client reference must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and improvements made to client systems (e.g. reduction in operation/maintenance costs while maintaining or improving current performance levels).
 - An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices for the purpose of evaluating proposals.

4.2.2.9 Financial Capability and Insurance: The Offeror shall include the following:

- Evidence that the Offeror has the financial capacity to provide the required services.
- Financial Statements. Provide copies of the last two, year-end financial statements (independently audited preferred) and an analysis of those financial statements.
- A copy of the Offeror's current certificate of insurance, which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance

4.2.2.10 Economic Benefit Factors

- The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):
 - The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
 - The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
 - Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should state its level of commitment per

\$1,000 of contract value. In other words, for each \$1,000 of contract value, how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

4.2.2.11 Subcontractors: Offerors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract.

4.2.2.12 Other Required Submissions to be Submitted by Offeror:

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal).
- Performance Bond Letter of Guarantee
- The Offeror(s) shall provide a sample directory with the proposal.

4.3 Volume II - Financial Proposal

4.3.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, three (3) copies, and an electronic version in MS Excel of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Forms must be submitted and completely filled in (no blanks or omissions).

4.3.1.1 Do not change or alter these forms. Alterations may cause rejection of the proposal.

4.3.1.2 Each Proposal Price Form is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.

4.3.1.3 All criteria included in these Proposal Price Forms, i.e., the estimated quantity of various services, etc., shown on these forms are for price evaluation purposes.

4.3.1.4 Vendors are required to record the Unit Price they are proposing for each element, calculate the Extended Price, and compute a total on Proposal Price Form 1. The total of the Proposal Price Form is used to calculate the vendor's TOTAL PRICE PROPOSED.

- All Unit and Extended Prices must be clearly typed with dollars and cents, e.g., \$24.15.
- All Unit Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.
- All services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.
- Nothing shall be entered on these Proposal Price Forms that alters or proposes conditions or contingencies on the proposal response.
- Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.

- 4.3.1.5 Vendors will complete each section of the Price Proposal Form. Monthly recurring charges are the only charges to be included on the form.

Section I (Non-Dedicated; Dedicated; Two-way and International Services)

- List the unit price in the “Unit Charge” column for each line. Separate the first sixty (60) second price from the additional minute rate.
- Multiply the quantity by the unit charge for each line and place the total in “Total Charge” column.

Section II (Subtotal Monthly Recurring Charges)

- Add all total charges in Section I (Non-Dedicated; Dedicated; Two-way and International Services). List in “Total Charges” column.

Section III (Features)

- List the unit price in the “Unit Charge” column for each line item.
- Multiply the quantity by unit charge for each line item. Place the total in the “Total Charge” column.

Section IV (Subtotal Monthly Features Charges)

- Add all total charges in Section III (Features). Place total in the “Total Charge” column.

Section V (Enhanced Services)

- List Unit charges in “Unit Charges” column for each line item.
- Multiply the quantity by the unit charge for each line item. Place the total in the “Total Charge” column.

Section VI (Subtotal Enhanced Services)

- Add all total charges in Section V (Enhanced Services). Place total in the “Total Charge” column.

Section VII (Subtotal Monthly Recurring Charges)

- Add Sections II; IV and VI. Place the sum in the “Total Charge” column.

Section VIII (Total Monthly Recurring Charges)

- Multiply Section VII by 36 and place total in the “Total Charge” column.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee that is organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP

will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Technical Response to RFP Requirements. Offeror's response to service requirements in the RFP that illustrates a comprehensive understanding of the requirements that include an explanation of how the service and/or process will be done. Responses such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand service requirements and have a plan to meet or exceed them. (Ref. Sections 3.2. through 3.6)
- Offeror Experience and Capabilities. Offeror provided information regarding experience and capabilities that illustrate the Offeror's ability to successfully meet the requirements of this RFP. Past experience with similar requirements will also be evaluated. (Ref. Section 4.2.4.1)
- Offeror's Proposed Transition. Offeror's response to the transition plan that indicates the Offeror's ability to transition services quickly with minimum outage or loss of service to users. (Ref. Section 4.2.2.4)
- References. References confirming the Offeror's ability to manage projects of comparable size and complexity and confirming the quality and breadth of services the Offeror is capable of providing will earn the highest rank. (Ref. Section 4.2.4.2)
- Economic Benefit Factors. (Ref. Section 4.2.4.4)

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

5.5.1 General Selection Process

- The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.5.2 Selection Process Sequence

- The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of the RFP. Offerors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration.
- The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. **For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions in approximately two weeks after delivery of proposals to the State.** The Procurement Officer will contact Offerors when the schedule is set by the State.
- Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical will be given greater weight than price factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A is the State's contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

ATTACHMENT B - Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit. IT is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D – Pre-Proposal Conference Response Form. It is requested that this form be completed and submitted as described in RFP section 1.6 by those potential Offerors who plan on attending the conference.

ATTACHMENT E – Proposal Price Form. These forms are to be completed by the Offeror and comprise the Offeror's Volume II – Financial Proposal

ATTACHMENT F – BOND

ATTACHMENT G – Security Policy

ATTACHMENT A—Contract

THIS CONTRACT is made this _____ day of _____, 2003 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1** “Contract Manager” means Sandra M. Smith
- 1.2** “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.3** “Department” means the Department of Budget and Management
- 1.4** “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.5** “Procurement Officer” means Gisela Blades
- 1.6** “RFP” means the Request for Proposals for Toll Free Services No. 050R3800459.
- 1.7** “State” means the State of Maryland.
- 1.8** “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 Contractor shall provide XXXXXXXXXXXX Services. The services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals –Project No. 050R3800459
- Exhibit B – Contractor’s Technical Proposal dated _____.
- Exhibit C - Contractor’s Financial Proposal dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an

equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services, hardware, and related software described in Contractor's Proposal in accordance with the RFP. The term of this Contract is for a period of about three years commencing on the date that the Department executes this contract and terminating on XXXXXXXX. The State, at its sole option, shall have the unilateral right to extend the contract for two (2) additional successive one-year terms. The Contractor shall provide services upon receipt of a Notice to Proceed from the State of Maryland Contract Manager.

4. Consideration and Payment

4.1 Payments to the Contractor shall be made no later than thirty (30) days after the using agency's receipt of a proper invoice for any services provided from the Contractor, acceptance by the purchasing agency of equipment and services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____ Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the using Agency point-of-contact.

4.2 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.3 At least fifteen (15) days prior to the contract anniversary date, and as provided within the RFP, the Contractor may submit a request to adjust the contract services rates then in effect. Any such adjustment shall be based upon a change in the Consumer Price Index (CPI), as described in Section 1.26 of the RFP.

5. Personnel

Contractor agrees that personnel identified in its proposal shall be assigned to the Contract for the duration of the Contract, in accordance with Section xxxxxx of the RFP.

6. Rights to Records

6.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department

and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 The Contractor shall report to the Contract Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

6.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

7. Patents, Copyrights, Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Agency against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such

disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

10. Indemnification

10.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

10.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

10.3 The Contractor shall immediately notify the Contract Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11. Non-Hiring of Employees

No employee of the State of Maryland whose duties as such employee includes matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Contract Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later

than the date of final payment under the Contract, the Contractor must submit to the Contract Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this contract, or to any purchase order, or Notice to Proceed, issued under this contract.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written

notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

19. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that

enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Representations and Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By: _____

_____ Date

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, _____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

Attachment A Rev 02/21/02

ATTACHMENT B—Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]

and the duly authorized representative of [business] _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (b) been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
 - (d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
 - (f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - (g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:
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D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or

alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Contract Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide

salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

BPAFF
6/13/01

ATTACHMENT C—Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit

dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT D—Pre-Proposal Conference Response Form

**Project No. 050R3800459
STATE OF MARYLAND TOLL FREE SERVICES**

A Pre-Proposal Conference will be held at 10:00 AM, on July 2, 2003, at 300 West Preston Street, Auditorium, Baltimore, MD 21201. Please return this form by 4:00PM July 1,2003, advising whether or not you plan to attend.

For directions to the meeting site, you may contact Gisela Blades at 410-620-7678
Return or fax this form to the Procurement Officer:

Gisela Blades, Procurement Officer
Department of Budget and Management
Division of Policy Analysis
Room 119
Annapolis, Maryland 21401
Telephone #: 410-260-7678
Fax #: 410-974-3274
E-mail: gblades@dbm.state.md.us

Please indicate:

Yes, the following _____ (Company Name) representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Signature

Title

CONTACT NAME

CONTACT PHONE NUMBER

ATTACHMENT E—Proposal Price Sheets

See separate attachment

ATTACHMENT F—BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of and authorized to do business in the State of Maryland Administration.....	STATE OF MARYLAND By and through the following
Penal Sum of Bond (express in words and figures)	Date of Contract
Description of Contract20.....
	Date Bond Executed
20.....
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extension thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness	Individual Principal
.....as to(SEAL)

In Presence of: Witness	Co-Partnership Principal
(SEAL)
	(Name of Co-Partnership)
.....as to	By:(SEAL)
.....as to(SEAL)
.....as to(SEAL)

Corporate Principal	
Attest: (Name of Corporation)
.....as to	By:CORPORATE
Corporate Secretary	President
	AFFIX SEAL

Attest:(SEAL) (Surety)
Signature	By:CORPORATE
	AFFIX SEAL

Bonding Agent's Name:.....
Agent's Address.....

(Business Address of Surety)

Approved as to legal form and sufficiency

this day of 20.....

.....
Asst. Attorney General

AVAILABLE IN ELECTRONIC FORMAT

See Department of Budget and Management Web Site

www.dbm.maryland.gov